

CITY OF LA CAÑADA FLINTRIDGE SKATE PARK

ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY
MINOR (PARENT NOT PRESENT)

Minor's
Last
Name _____

Minor's
First
Name _____

EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY FOR
ANY NEGLIGENCE. INDEMNITY FOR ALL THIRD PARTY CLAIMS

UNDER 18 YEARS (PARENT OR GUARDIAN NOT PRESENT)

We know that skateboarding and in-line skating are inherently dangerous sports and activities in which we choose to voluntarily participate at our own risk. We are aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "Damages"), necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. We know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards, falling, jumping, landing, performing tricks, colliding with other users, staff and spectators. We also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities.")

By this agreement, it is our intention to relieve the City of La Cañada Flintridge (hereafter "City") and the La Cañada Unified School District (hereafter "District"), their officers, managers, employees, directors, associates, agents, contractors, volunteers, sponsors, vendors or exhibitors, or any other person or company in any way associated with them (collectively, "Releasees"), of any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my use of or presence at the City's Skate Park. By this agreement, I also intend to release, discharge and absolve Releasees from any and all liability for any active or passive negligence whatsoever by Releasees and to waive and relinquish any claim or cause of action against Releasees for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of Releasees and promise not to sue or exercise any legal right to seek damages from Releasees.

In consideration of utilizing the City's Skate Park, we agree as follows:

- As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises of the City's Skate Park, we hereby agree:
 - To waive any and all claims for Damages that I may have against Releasees;
 - To release Releasees, from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, Hazardous Activities while at the City's Skate Park; and
 - To hold harmless and indemnify Releasees from any and all liability for the Damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at the City's Skate Park.
- This waiver and release of liability and indemnification agreement (collectively referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.
- We have read, understand and agree to be bound by the Rules of Safety/Conduct governing my conduct while using the City's Skate Park. We understand that these rules are strictly enforced.

The undersigned further AGREES that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned further certifies that he/she has no medical condition which would cause participation in activities at the City's Skate Park to be potentially hazardous to his or her health. In addition, this Agreement shall constitute authorization for the City to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if an injury occurs while at the City's Skate Park.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made by City or Releasees or anyone else with regard to the subject matter of this Agreement.

MY PARENT OR LEGAL GUARDIAN AND I HEREBY CERTIFY THAT I AM UNDER 18 YEARS OLD. WE HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. PRIOR TO SIGNING THIS AGREEMENT, WE HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT, THE CITY AND THE CITY'S SKATE PARK. WE ARE AWARE THAT, BY SIGNING THIS AGREEMENT, WE ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

Participant/Minor's signature _____ Emergency _____ Date _____
Contact _____
Parent (legal guardian) signature _____ Date _____ Phone _____

Parent (legal guardian) driver ' s license # _____ Phone () _____
Address _____ City _____ Zip _____
Participant/Minor ' s Birthdate _____
Known allergies or medicinal reactions (optional) _____
Special Conditions/Requirements (optional) _____

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ACKNOWLEDGMENT

State of _____
County of _____

On _____ before me, _____ personally
appeared _____, [] personally known to me -- OR -- [] proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal. _____
SIGNATURE OF NOTARY